GOVERNMENT OF KARNATAKA

B**angalore Water Supply and Sewerage Board**

REQUEST FOR PROPOSALS (RFP)

FOR

CONSULTANCY SERVICES for The work of Providing Consultancy Services for Preparation of Detailed Project Report for the Ground Level Reservoirs of BWSSB for identifying Leak, Structural Conditional Assessment, Rehabilitation Methodology and Estimation" – CALL-2
(ONLY THROUGH e - PROCUREMENT PORTAL)

TENDER DOCUMENT

Office of The Executive Engineer (K- 3), Division,
B**angalore Water Supply and Sewerage Board**
Kapila Bhavan,11th Main road, 35th & 36th cross, Jayanagar T block
Bangalore - 560041
Tel: 080 29594155
eek1@bwssb.gov.in

DRAFT

PARTICULARS OF TENDER- CALL-2

TENDER REFERENCE :	:	No.BWSSB/EE(K-3)/AEE(K-3)-1/2/3/11/2026-27 Dtd:04.04.2026	
NAME OF THE WORK	:	"The work of Providing Consultancy Services for Preparation of Detailed Project Report for the Ground Level Reservoirs of BWSSB for identifying Leak, Structural Conditional Assessment, Rehabilitation Methodology and Estimation"	
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	**From:** 10/04/2026	**To:** 24/04/2026 15:00hrs.
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	27/04/2026 @ 16:00 hrs	
EARNEST MONEY DEPOSIT	:	**Rs. 1,28,000/-** (Rupees One Lakh Twenty-Eight Thousand) The **EMD** shall be paid through e-procurement.	
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of The Executive Engineer (K-3) Kapila Bhavan, BWSSB	
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	30/04/2026 @ 16:00hrs	
PLACE OF OPENING OF PRICE TENDER	:	Office of The Executive Engineer (K-3) Kapila Bhavan, BWSSB	
ADDRESS FOR COMMUNICATIO N	:	Office of The Executive Engineer (K- 3), Division, B**angalore Water Supply and Sewerage Board** Kapila Bhavan,11th Main road, 35th & 36th cross, Jayanagar T block	

		Bangalore - 560041

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation

2. The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

Email:eek1@bwssb.gov.in Office No: 080-29594155

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Executive Engineer, Kaveri-3 Division, Kapila Bhavana, 11th Main, 35th&36th Cross, Jayanagara 4th T Block, Bangalore-560041.

No. BWSSB/EE (K-3)/AEE (K-3)-1/2/3/ 494/2025-26 Dated:02.03.2026

SECTION-1

INVITATION FOR TENDER- CALL-2

(ONLY THROUGH GOK E-PROCUREMENT PORTAL)

1. On behalf of Bangalore Water Supply and Sewerage Board, Executive Engineer (K-3) invites proposals **"The work of Providing Consultancy Services for Preparation of Detailed Project Report for the Ground Level Reservoirs of BWSSB for identifying Leak, Structural Conditional Assessment, Rehabilitation Methodology and Estimation"** More details on the services are provided in the Terms of Reference.

2. Tender documents may be downloaded through e-Procurement Portal www.eproc.karnataka.gov.in website only from 10/04/2026 to 24/04/2026 upto 1500 hrs. Interested Service Providers may obtain further information by accessing the same website. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.

3. The interested Consultancy firms may obtain any details about the RFP through the office from address given below up to 17/04/2026 on all working days between 10.00 hrs and 16:00 hrs. The complete RFP document is only available on E -procurement portal of Government of Karnataka (GoK).

4. For submission, evaluation and selection of Consultant, the Proposal should be submitted in two parts. The two parts of the proposal are (i)

Part 1: Technical Proposal comprising of Table 1&2 of the APPENDIX-1 and (ii) Part 2: Financial Proposal (to be submitted online through E-Procurement website). Part 1 of the proposal would be opened first and evaluated. Only the firms qualifying in Technical Proposal as mentioned in RFP would be considered for further evaluation.

5. The total time period for the assignment will be as explained in the Terms of Reference.

6. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://eproc.karnataka.gov.in under login for Consultants. Aspiring consultants who have not registered in e-procurement should register before participating through the website **https://eproc.karnataka.gov.in**

7. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website **https://eproc.karnataka.gov.in** after submitting the EMD and tender processing fee in the form of e-payment. EMD will be refunded only after acceptance of successful bidder.

8. The Part-1 will be Technical Proposal and Part-2 will be financial proposal and both must be submitted only through e-Procurement portal.

9. The last date and time for receipt of Tenders in the e-procurement portal (www.eproc.Karnataka.gov.in) is 24/04/2026 @ 15:00 hrs. The Technical bids will be opened on 27/04/2026 @ 16:00 hrs

10. The qualification details shall be furnished in the format shown in Table 1 & 2 of Appendix-1. Necessary notarized certificates towards the financial turnover, company registration, work experience from the end user etc shall be furnished.

For Further Clarifications contact the address given below.

Sd/-
Executive Engineer
(K-3)
Kapila
Bhavana,BWSSB,
Bangalore.

SECTION 2: INFORMATION TO CONSULTANTS

1 INTRODUCTION

1.1 The consultants are hereby invited to submit a proposal for consulting services required for the assignment named in the attached Letter of Invitation. Consultant's proposal could form the basis for future negotiations and ultimately a contract between the Consultancy Firm and the Executive Engineer (K-3) Bangalore Water Supply and Sewerage Board.

1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).

1.3 To obtain first-hand information on the assignment and on the local conditions, the consultants may contact The Executive Engineer (K-3), Bangalore Water Supply and Sewerage Board.

1.4 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) Bangalore Water Supply and Sewerage Board is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.

1.5 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6 Bangalore Water Supply and Sewerage Board's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, Bangalore Water Supply and Sewerage Board: -

(a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "Collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

(iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Consultant recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

(d) will have the right to require that a provision be included requiring consultants to permit the Executive Engineer (K-3), Bangalore Water Supply and Sewerage Board to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Executive Engineer (K-3), Bangalore Water Supply and Sewerage Board.

1.7 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Proposals submitted by the consultants, who were blacklisted or debarred from any government agency or any external funding agency in past 10 years will not be evaluated. An undertaking letter to this extent need to be submitted by the Consultants as part of their Technical Bid (Part-1)

1.8 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.

1.9 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise however, the Client can request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension

of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by
Facsimile or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be published through E-Procurement Portal. The Client may at its discretion extend the deadline for the submission of Proposals.

3 PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit their proposal in Two Parts in 2 separate e-envelopes /packages and upload properly through e-procurement portal.

The two parts are:

Part 1: Technical Proposal Part 2: Financial Proposal.

The proposal shall be written in English language.

Proposal submission is through E-Procurement and hard copies are not required to be submitted.

3.2 This submission shall contain all the details as specified in the Data sheet

Part 1**: Technical Proposal**

3.3 Consultant firms are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at their risk and may result in rejection of their proposal.

Earnest Money Deposit of the required amount as specified in the Data sheet is to be submitted through e-procurement portal and upload in their Proposal necessary documents.

3.4 During preparation of the Technical Proposal, Consultant firm may give particular attention to the following:

(a) The estimated minimum number of man months for the assignment is stated in the Terms of Reference and Data Sheet for consultant's information. The proposal shall however be based on the number of professional key staff and technical support staff months estimated by the consultant firm and shall not be less than the minimum specified in the Data Sheet. This is a key criteria that will be considered during Technical Proposal evaluation (Stage-1 evaluation)

(b) It is desirable that all the key professional staff proposed should be permanent staff of the firm. The Permanent staff will be considered those employed with the firm for at least 1 year and above.

(c) No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

(d) A good working knowledge of the English language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language(s) specified in the data sheet.

3.5 Consultant's Technical Proposal must provide the following information.

(a) A brief description of the firm's organisation and an outline of recent experience of the Consultants on assignments of similar nature. The information which consultant shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

(b) Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.

(c) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;

(d) CV's shall be signed by the Key Professional and the authorised representative submitting the proposal. Key information should include years with the firm and degree of responsibility held in various assignments. Unsigned CV's by both the expert and firm's authorised representative shall not be evaluated and shall be given a

nil score.

(e) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and

(f) Any additional information requested in Data Sheet.

3.6 The Technical Proposal **must not include any financial information**. A Technical Proposal containing any quoted financial details / bid price will be declared non-responsive.

Part 2**: Financial Proposal**

3.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the Assignment, including (a) remuneration for staff and (b) rentals/fixed rates/reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and if appropriate into foreign and local expenditures. BWSSB shall pay the applicable service tax.

3.8 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise.

3.9 Consultants must express the price of their services in the Local currency (Indian Rupees).

4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The original proposal shall be prepared and submitted through e-procurement portal.

4.2 The complete Proposal shall be uploaded / submitted on E-Proc website.

4.3 The proposal must be submitted with all pages numbered serially and official seal on the pages along with an index of submissions.

4.4 Consultant's completed proposal must be submitted on or before

the date and time stated in the Data Sheet.

5 PROPOSAL EVALUATION

5.1 A three - stage procedure shall be adopted in evaluating the Proposals:

(i) Eligibility Criteria for Prequalification as stipulated in Appendix-I of Data sheet
(ii) Financial Evaluation.

Technical Proposal – Part 1

5.2 The Executive Engineer (Kaveri) Bangalore Water Supply and Sewerage Board shall carry out its evaluation applying the evaluation criteria and specified in the data sheet.

Financial Proposal – Part 2

5.3 After the evaluation of Technical Proposal is completed, the Client will notify the consultants who have qualified, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification will be sent by facsimile, or electronic mail.

5.4 The Financial Proposals shall be opened through e-procurement portal in the presence of the consultant's representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.5 The financial proposals will be corrected for any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation team shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and those applied to foreign and non-permanent resident consultants.

5.6 The Client shall determine if the financial proposal is complete and without computational errors. The lowest financial proposal shall be considered.

5.7 The Client will select the lowest Proposal ('evaluated' price). The Selected Consultant will be invited for negotiations.

6 NEGOTIATIONS

6.1 Prior to the expiration period of validity of proposal, Bangalore Water Supply and Sewerage Board shall notify the successful firm who submitted the highest scoring proposal in writing by facsimile and invite it to negotiate the contract.

6.2 Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.

6.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the ToR. Agreement must then be reached on the final ToR, the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from Bangalore Water Supply and Sewerage Board to ensure satisfactory implementation of the assignment.

6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

6.5 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the unit rates, including the man month rates).

6.6 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, BANGALORE WATER SUPPLY AND SEWERAGE BOARD expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. BANGALORE WATER SUPPLY AND SEWERAGE BOARD shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

6.7 The negotiations shall be concluded with a review of the draft form of Contract. BANGALORE WATER SUPPLY AND SEWERAGE BOARD and the firm will finalise the contract to conclude negotiations.

7 AWARD OF CONTRACT

7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant

7.2 Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

7.3 The selection of consultant will be at the sole discretion of BWSSB who reserve their rights to accept or reject any or all the Bids without assigning any reason. BWSSB reserves the right to call for additional information from the Bidders consultants.

7.4 The successful firm with whom the Contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

8 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

9 PERFORMANCE SECURITY

The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

SECTION - 3

DATA SHEET

1. Consultants may seek clarifications on relevant aspects of the RFP till one week prior to last date of submission. No Pre-proposal conference will be held.

2. The proposal validity of the offer shall be valid for 90 days after the last date of submission.

The address for requesting clarification is:

Office of The Executive Engineer (K- 3), Division,
Bangalore Water Supply and Sewerage Board
Kapila Bhavan,11th Main road, 35th & 36th cross, Jayanagar T block
Bangalore - 560041

The Language of documents and correspondence will be English.

1.1 Earnest Money Deposit: Rs. 1,28,000/- (Rupees One Lakh Twenty-Eight Thousand only) payable through e-procurement portal only.

1.2 The **minimum** man-months which shall be considered by Consultants for preparation of the Proposal, which are considered by Client for both technical and financial bids evaluation.

1.3 The language (s) to submit bid is: English

1.4 Deleted.

1.5 The Consultants to state local cost in INR only.

1.6 Proposals submitted by the consultants, who were blacklisted or debarred whose services have been before completion of project deliverables, by any Central Government /State Govt Agency or any external funded financial institution /Bank/ Agency, any time over the past 10 years, will not be evaluated further. An undertaking letter to this extent need to be submitted by the Consultants as part of their Technical Bid (Stage-1 evaluation), which is mandatory and without such undertaking letter, the Bid will be treated as non-responsive and will not be evaluated further. Consultant firm must submit the completed bid online (E-Procurement portal of GoK). **All the proposals shall be submitted only on the E-Procurement portal**.

1.7 The last date and time of submission is 17 /03/2026 @ 15:00 Hrs

APPENDIX-1

Minimum Eligibility and Table 1: Details for Technical Evaluation Stage 1

Eligibility criteria for pre-qualification:

1. The Firm must have an office in India, operating for minimum last 7 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)
2. The Firm must have an ISO: 9001 certifications. (A copy of the certificate must be furnished with Technical Proposal)
3. The firm should not have been blacklisted / terminated by any government / Non-Government / Private agencies/organizations/institutions and funding agencies in the last 5 years**.**
4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
5. Bidders are not allowed to form Joint venture or Consortium with other bidders.
6. Subletting/ subcontracting of any part of work is not permitted.
7. Firm having worked in this region is desirable.
8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the personnel who are presently with the firm for not less than 12 months shall only be considered.
10. The company should not be a loss making in last 5 years. Documentary proof shall be submitted along with Bid

Specific Criteria

1. The Firm Should have achieved in at least two financial years a minimum financial turnover of **Rs.63,80,000/-** in last 5 financial years. Documentary proof in the form of attested balance sheet for last 5 years shall be submitted.

2. Firm must have associated with providing Consultancy services for Preparation of detailed Project report related to Structural Conditional Assessment, Rehabilitation and estimation for RCC GLR/ Consultancy services for preparation of detailed project report for any water retaining structure of not less than **Rs. 32 Lakhs** (Furnish copy of performance certificate issued by the owner/ employer not below the rank of Executive Engineer) in last 5 financial years.

3. Firm must have associated with Consultancy services for Preparation of detailed Project report related to Structural Conditional Assessment, Rehabilitation and estimation of at least one RCC GLR / RCC water retaining storage structures of minimum of capacity 1ML in last 5 years (Furnish copy of performance certificate issued by the owner/ employer not below the rank of Executive Engineer).

Note: Necessary notarized certificates towards the above experience shall be uploaded along with the other tender documents

3. <u>Consultant's Organizational Set Up:</u>
It is mandatory that the consultants provide adequate numbers of key personnel as given in TOR.

4. The BWSSB reserves the right to effect minor changes in the sub criteria depending on nature and scope of each sub-project.

SCHEDULE OF PAYMENT

The consultant has to submit the monthly invoice to concerned office and after verified by competent authority the payment will be released. Payment will be released within 45 days after submitting the corrected invoice copy.

1	Investigation & Structural/Hydraulic/Leak Assessment reports of GLR's by conducting field test (Destructive/Non-Destructive)	40%
2	Rehabilitative/Discarding methodology after carrying out Investigation	10%

3	Preparation of Cost Estimate and Detailed project Report along with BOQ, Drawings and Specifications of GLR.	50%

FORMAT FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of establishment of firm
- Annual turnover in last five financial years

Note: The firm shall submit certificate of incorporation and audited balance sheet for the last five financial (FY 2020-21 to 2024-25). For claiming experience of relevant projects, completion certificate/contract document/letter of award or other evidence from employer should be enclosed. The proposal should also contain the details of the key personnel viz., their name, qualification, expertise area, experience and years of association with the firm.

Appendix A

Firms Credentials

1. Name of the Consultancy Project being applied for:

2. Year of establishment of firm

Consultant	Year of Establishment	Country	Type of Organisation			
			Individual	Partnershi	Corporatio	Other

3. Office/business address/telephone numbers/cable address

4. Consulting firm's former name and year of establishment

5. Narrative description of firms (Use another sheet, if necessary)

6. Name of, not more than two (2) principals who may be contacted with title and telephone number/fax number

7. Financial Statement of the last five years

S. No.	Particulars	2020-21	2021-22	2022-23	2023-24	2024-25
1	Annual turnover from Consulting business					

Note:

The amount shall be stated in INR

UNDERTAKING REGARDING NON-DEBARMENT/BLACKLISTING/DETAILS OF LITIGATION HISTORY

We hereby undertake to confirm that our firm "----------**"** has **not** been Debarred/Blacklisted by any Central/State Government Agency or External Aided Lending agency during the past 10-year period. We also hereby undertake to confirm that our services have not been rescinded by any Central Government / State Government Agency during the currency of a particular project during the past 10-year period. We further undertake to state that we do **not** have any litigation history.

Date: **Signature: _____**

Place: **Full name:**

Designation:

Name of the Firm:

Address:

(Authorized Signatory)

SECTION-4

APPENDIX B. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-	Technical proposal Submission Form
Appendix B-	Firm’s References
Appendix B-3	Firm’s comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Chief Engineer (Projects) Bangalore Water Supply And Sewerage Board
Appendix B-4	Approach paper on methodology and work plan for performing the assignment
Appendix B-5	Composition of the team and task(s) of each team
Appendix B-6	Curriculum vitae of proposed professional staff
Appendix B-	Time schedule for deployment of professional personnel
Appendix B-	Activity (works) schedule

APPENDIX B-1

Technical Proposal Submission Form

From (Name of Firm) To: (Name and Address of Client)

_____

_____

_____

_____

_____

Sir,

Subject: "The work of Providing Consultancy Services for Preparation of Detailed Project Report for the Ground Level Reservoirs of BWSSB for identifying Leak, Structural Conditional Assessment, Rehabilitation Methodology and Estimation"

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____(Date). We are hereby submitting our Proposal, as per RFP requirements.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive we remain,

Yours sincerely,

Authorised Signature

Name and Title of Signatory: Name of Firm:

Address:

APPENDIX B-2: CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Firm:</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td rowspan="2">Start Date (Month/Year)</td><td rowspan="2">Completion Date (Month/Year)</td><td>No. of Staff-Months:</td></tr>
<tr><td>Approx. Value of Services (in Current INR)</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Number of months of professional staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff involved:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

Note: For claiming experience of projects undertaken as mentioned in the qualification criteria, copy of proof of experience must be enclosed.

APPENDIX B-3: COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE EXECUTIVE ENGINEER (K-3) BANGALORE WATER SUPPLY AND SEWERAGE BOARD

On the Terms of Reference:

1.
2.
3.
4.

On the services and facilities to be provided by The Executive Engineer (K-3), Bangalore Water Supply and Sewerage Board:

1.
2.
3.
4.

APPENDIX B-4: APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and
b) Methodology, Work Plan, and
C) Organization and Staffing.

(a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form Appendix-B8.

(c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staff.

APPENDIX B-5: COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Key professional staff and sub professional staff

S	Name	Position	Task
1			
2			
3			
4			

2. Support Staff

S	Name	Position	Task
1			
2			
3			
4			

APPENDIX B-6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of the firm: _____

Name of Staff: _____

Profession:

Date of Birth: _____

Years with Firm / Entity: _____ Nationality: _____

Membership in Professional Societies:

_____

_____

Detailed Tasks Assigned:

_____

Key Qualifications: _____

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and location. Use about half a page)

Education:_____

(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page)

Employment Record: _____

(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

_____

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

Firm: _____

APPENDIX B-7: TIME SCHEDULE FOR KEY PROFESSIONAL AND SUB PROFESSIONAL STAFF

S. No.	Name	Position	Reports Due/Activities	Month wise Program (in the form of Bar Chart) [1st, 2nd, etc., are months from the start of assignment]			
				1st	2nd	3rd	Number of Months
1							Subtotal (1)
2							Subtotal (2)
3							Subtotal (3)
4							Subtotal (4)
-							-
-							-

Signature:
(Authorized Representative)

Full Name:

Title:

Address:

APPENDEX B-8: ACTIVITY (WORKS) SCHEDULE .

S. No.	Item of Activity (Works)	Month wise Program (in the form of Bar Chart) [1st, 2nd, etc., are months from the start of assignment]											
		1	2	3									
1													
2													
3													
4													
-													
-													

SECTION 5. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

Appendix C-1 Financial Proposal Submission Form

Appendix C-2 Price Bid (E-Procurement Portal submission)

Appendix C-3: Summary of costs

Appendix C-4 detailed breakup of costs (Breakup for the summary price quoted under Appendix C-3)

APPENDIX C-1: FINANCIAL PROPOSAL SUBMISSION FORM:

From (Name of Firm) _____

To:

The Executive Engineer (K- 3), Division,

Bangalore Water Supply and Sewerage Board

Kapila Bhavan,11th Main road, 35th & 36th cross, Jayanagar T block

Bangalore - 560041

Subject: "The work of Providing Consultancy Services for Preparation of Detailed Project Report for the Ground Level Reservoirs of BWSSB for identifying Leak, Structural Conditional Assessment, Rehabilitation Methodology and Estimation"

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____ [Date], and our proposal. Our attached financial proposal is for the sum of _____ [Amount in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

Yours sincerely,

Authorised Signature: Name and title of Signatory:

Appendix C2- FINANCIAL PROPOSAL (Price bid)

SL No.	Description of services	Consultancy Fees in	
		In	In words.
	"The work of Providing Consultancy Services for Preparation of Detailed Project Report for the Ground Level Reservoirs of BWSSB for identifying Leak, Structural Conditional Assessment, Rehabilitation Methodology and Estimation"		
	Total Cost excluding service tax		

Important Note: The firms indicating financial price in the Technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.

SECTION-6

Terms of Reference for the Project Management Consultancy

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICE AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS etc) THAT WILL BE REQUIRED OF THE CONSULTANTS
7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK
8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS
9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED
10.

Terms of Reference

Name of the Project: "The work of Providing Consultancy Services for Preparation of Detailed Project Report for the Ground Level Reservoirs of BWSSB for identifying Leak, Structural Conditional Assessment, Rehabilitation Methodology and Estimation"

a) Investigation & Structural/Hydraulic/Leak Assessment reports of GLR's by conducting field test (Destructive/Non-Destructive)

b) Rehabilitative/Discarding methodology after carrying out Investigation

c) Preparation of Cost Estimate and Detailed project Report along with BOQ, Drawings and Specifications of GLR.

Preamble:

The work of primary investigations of some of the GLR's coming under CE South & CE North in Bengaluru city limits and found that some of the GLR's require rehabilitation /reconstructions.

1. Necessity of the Project

This describes the background of the project, tendering system, contract formation and objective of the Consultancy services and the detailed Terms of Reference for providing Consultancy Services.

2. Objective of the Consultancy

BWSSB invites the Consultants services for preparation of DPR for the GLR's for identifying Leak, Structural conditional assessment, Rehabilitation Methodolgy and estimation.

3. Scope of the Consultancy services in brief:

The GLR's to be investigated as shown in the below table:

Sl No	Name of the Reservoir	Capacity of the tank
1	LLR (Low Level Reservoir) Old	3.5 ML
2	PP Layout	24 ML
3	Kumaraswamy Layout	5 ML
4	Mount Joy	0.36 ML
5	Byrasandra Old Tank	0.6 MG

6	Kodichikkanahalli	6 ML
7	Jambu Savari Dinne	18 ML
8	Anjanapura, 11th Block,	10 ML
9	Hoodi (New), Doddanekundi	12 ML
10	Ramurthy Nagara/Vijinapura	7.5 ML
11	OMBR (New), Banaswadi	14 ML
12	Jagadish Nagar / HAL	7.5 ML
13	CC JF 14MG	14MG
14	CC JF Sump	2MG
15	KG Tower old Tank	18ML
16	HGR Old GLR	3.5 ML
17	Ketha maranahalli old	18ML

The Consultant is expected to carry out a comprehensive assessment and provide a detailed Project Report (DPR) including remedial measures and cost estimates as stated above.

1. Data collection and preliminary assessment details will be provided by BWSSB

2.**Structural and Material Testing:**

a) Engage NABL-accredited agencies to conduct Non-Destructive Testing (NDT)

b) Destructive Testing can be conducted as per requirement

3.Leakage and Hydraulic Assessment

a) Evaluate hydraulic performance and water retention efficiency.

b) Recommend measures to improve flow and reduce losses

4.Rehabilitation/Discarding Strategy

a) Inspect for leakage, cracks, corrosion, honeycombing, and spalling

b) Evaluate structural distress and exposed reinforcement

c)Classify reservoirs for Rehabilitation and Demolition & reconstruction with justification for each category

d)Propose structural repairs, waterproofing, and retrofitting solutions.

e) For unviable GLRs, recommend safe discarding/demolition.

f) Propose step-by-step repair and rehabilitation procedures

g) Include cost estimates for each category

h) Suggest alternative storage or distribution options if needed.

5.Cost Estimation and Planning

a) Provide detailed cost estimates for each GLR.

b) Develop a phased implementation plan with timelines and resource requirements.

6. Deliverables.

a) Structural & Material Testing Reports

b) Assessment & Rehabilitation/Discarding Recommendations Report

c)Draft Detailed Project Report (DPR)with BOQ, drawings, and specifications. (Separate for each GLR's).

d)Final Detailed Project Report (DPR) (Separate for each GLR's)

6.0 Timeline

The Duration of the work is for a period of **4 Months.**

7.0 Payments:

The payment for the Consultancy Services will be paid and as per schedule of payment.

8.0 Conditions

1. Data collection and preliminary assessment details will be assisted by BWSSB

ii. The Consultancy firm shall also include a minimum necessary office and support staff. The support staff may be asked to be withdrawn with due prior notice in case of stoppage of work for short duration for reasons beyond control. The Consultancy shall replace any staff on instruction by Client for poor performance etc.

9.0 The qualification and Experience Required for Key Staff

Sl No.	Position	Qualification Requirement	Relevant Experience in Years	Nos	Total Man months
1	Project Manager	B.E in Civil Engineering	10	1 No	1
2	Structural Engineer	Masters in structural Engineering	7	1 No	2
3	Mechanical Engineer	Bachelors in Mechanical Engineering	7	1 No	1
4	Electrical & Instrumentation Engineer	Masters in Electrical Engineering	7	1 No	1
6	Support Engineer	Bachelors in Civil Engineering	2	2	4
7	CAD Draftsman	Diploma in Engineering	1	8	2

Note:

1. All key professional staff shall be permanent employee of the firm for not less than 12 months in the organisation.
2. Sub professional staff CV's need not to be submitted.
3. **The number of input for Key professional staff i**ndicated in the above table is the minimum required and the consultants are free to propose any additional experts or man months to meet the objectives of this consultancy assignment. The consultants are free to propose support staff and/or key experts to fulfil the scope of work and, but covering the minimum staff inputs specified in the RFP.
4. Administrative staff personnel (as per Consultant requirement) are also not evaluated in Technical Proposal. But the financials of these positions are to be considered in Financial Proposal.

5. Maximum age limit for all key professional experts is 60 years.
6. The experiences of key professional experts are preferred to be in Water supply/ sewage related projects.

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the _____

day of the month of _____, 2026, between on the one hand, (hereinafter called the "Client") and on the other hand, _____ (hereinafter called the "Consultants").

WHEREAS

(a) The Client has requested the Consultants to provide Certain Consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").

(b) The Consultants having represented to the Client that they have the required professional skills, and personnel and technical resources have agreed to provide the Services on the terms and Conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The Following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of Contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A : Description of the Services
   .....
   Appendix B : Reporting Requirements .....
   Appendix C : Key Personal and Sub-Consultants .....
   Appendix D : Services and Facilities to be provided by the Client.....
   Appendix E : Breakdown of Contract Price
   .....
   Appendix F : Form of Guarantee for Advance Payments .....

[Note: if any of these Appendices are not used, the words "Not Used "should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
   (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]
By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS:

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings;

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Karnataka as they may be issued and in force from time to time.

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract.

(c) Ëffective Date”means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause-6;

(e) “GC” means these General Conditions of Contract;

(f) “Government" means the Government of Karnataka;

(g) "Local currency" means the Indian Rupees

(h) “Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this contract;

(i) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) “Personnel" means persons hired by the consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘Key personnel’ means the personnel referred to in Clause GC4.2(a)

(k) “SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) “Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix-A; and

(m) “Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party’ means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract:

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law.

1.3 Language:

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

Headings:

The headings shall not limit, alter or affect the meaning of this Contract. 1.4 Notices;

1.4.1. Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in the SC.

1.4.2. Notices will be deemed to be effective as specified in the SC.

1.4.3. A Party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.4.2.

1.5 Location:

The Services shall be performed at such locations as are specified in Appendix-A and, where the location of a particular task is not so specified, at such locations, whether in the jurisdiction of (NI & NW) or elsewhere, as the client may approve.

1.6 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties:

Unless otherwise specified in the SC, the Consultants, sub-consultants and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the Contract Price.

1.8 Fraud and Corruption

1.8.1 Definitions: It is the Employer's policy to require that Employers as well as consultant observe the highest standard of ethics during the execution of the contract. In Pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows"

(i) Corrupt Practice means the offering, receiving or soliciting, directly or indirectly of anything value to influence the action of a public official in the selection process or in contract execution;
(ii) Fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
(iii) Collusive practices mean a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
(iv) Coercive practices mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract;

1.9 Measure to be taken by the Employer

a) The Employer may terminate the contract if it is determining at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.1 Commission and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Effectiveness of Contract:
This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.1.1 Termination of Contract for Failure to Become Effective If this contract has not become effective within such time period after the date of the contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither party shall have any claim against the other Party with respect hereto.

2.2 **Commencement of Services:**

The consultants shall begin carrying out the Services within ten (10) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract:**

Unless terminated earlier pursuant to Clause 2.6, this contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.3.1 **Entire Agreement:**

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the parties shall not be bound or be liable for, any statement, representation, promise or agreement not set forth herein.

2.4 **Modification:**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the parties and shall not be effective until the consent of the competent authority is obtained.

2.5 **Force Majeure; 2.5.1 Definition;**

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract:**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Measures to be taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable
measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days falling the occurrence and such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d) during the period of their inability to perform the services as a result of event of force majeure, the consultant, upon instructions by the Employer, shall either

(i) demobilize, or

(ii) continue with the services to the extent possible, in which case the consultants shall continue to be paid proportionately and on prorate basis, under the terms of this contract.

e) In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause GC 8

2.5.4 **Extension of Time:**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.5 **Consultation:**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.5.6 **Suspension:**

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.6 **Termination:**

2.6.1 **By the Client**:

The Client may terminate this Contract, by not less than thirty (30) day's written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.1 and sixty (60) days' in the case of the event referred to in (e) :

(a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) If the Consultants become (of, if the Consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC.8

(d) if the Consultants submit to the Employer a statement which has a material effects on the rights, obligations or interests of the Employer and which the Consultants know to be false.

(e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(a) If the consultant, in the judgment of the Client has engaged in corrupt or

fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultant (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.6.2 **By the Consultants:**

The Consultants may terminate this contract, by not less than

thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause 2.9.2.

(a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause - 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

(b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days, or.

(d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC.8 hereof.

2.6.3 **Cessation of Rights and Obligations**

Upon termination of this contract pursuant to Clause GC 2.1.1 or GC 2.6 hereof, or upon expiration of this contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except;

(i) such rights and obligations as may have accrued on the date of termination or expiration.

(ii) the obligations of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.4.1 hereof; and

(iv) any right which a Party may have under the Applicable

Law. 2.6.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clause GC 2.6.1 or GC 2.6.2. hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 or GC 3.10 hereof.

2.6.5 **Payment upon Termination;**

Upon termination of this Contract pursuant to Clause 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants;

(a) remuneration pursuant to Clause 6 for services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination, and

(c) Except in the case of termination pursuant to paragraphs (a) and (d) Clause 2.9.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.6.6 **Disputes about Events of Termination**

If either party disputes whether an event specified in paragraphs (a) through (c) of Clause GC 2.6.1 or in Clause GC 2.6.2. hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute settlement pursuant to Clause GC 8 hereof.

3 OBLIGATIONS OF THE CONSULANTS:

3.1 General:

3.1.1 **Standard of performance**

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-consultants or third parties.

3.1.2 **Law Governing Services:**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 **Conflict of Interests:** The Consultant shall hold the “Employer”s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the

same to the Employer and seek its instructions.

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Consultants and Affiliates Not to Be Otherwise Interested in Project**:

The Consultants agree that, during the term of this contract and after its termination, the Consultants and their affiliates, as well as any sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 **Prohibition of Conflicting Activities:**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities.

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this contract; or

(b) after the termination of this contract, such other activities as may be specified in the SC.

3.3 **Confidentiality:**

The Consultants, their Sub-consultants, and the Personnel of either of them shall
not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.3.1 **Liability of the Consultants**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.4 **Insurance to be taken out by the Consultants:**

The Consultants(a) shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain, at their (or the Sub-

Consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.4.1 **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred in the SC), (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.5 **Consultant's Actions Requiring Client's Prior Approval:**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions;

(a) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants"), and

(b) any other action that may be specified in the SC. 3.6

Reporting obligations:

The consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the consultants to be the Property of the Client:**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.4.1 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these

documents, if any, shall be specified in the SC.

3.**8** **Reporting Obligation:** The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said

Appendix. Final reports shall be delivered in CD ROM in addition to the copies specified in said appendix.

3.9 **Equipments, Vehicles and Materials Furnished by the "Employer":** Equipment, Vehicles and materials made available to the consultant by the Employer, or purchased by the consultant wholly or partly with funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this contract, the Consultant shall make available to the Employer an inventory of such equipment, Vehicles and materials and shall dispose of such equipment and materials in accordance with the Employers instructions. While in procession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

3.10 **Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the Government's country by the Consultant and the personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4 CONSULTANTS' PERSONNEL:

General

The Consultants shall employ and provide such qualified and experienced personnel and sub-consultants as are required to carry out the Services.

4.1 Description of Personnel:

(a) The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Employer his/her name is listed as well.

(b) If required to comply with the provisions of clause GCC 3.1.1. hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be

made by the Consultants by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% and (ii) that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in Clause GC 6.1. (b) of this contract. Any other such adjustments shall not be made without the Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.1.1 **Approval of personnel**

The Key Personnel and sub-consultants listed by title as well as by name in Appendix C as hereby approved by the Employer. In respect of other Key Personnel which the Consultants propose to use in carrying out the Services, the Consultants shall submit to the employer for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government). If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Employer.

4.1.2 **Working Hours, Overtime, leave etc.**

(a) Working hours and holidays for key personnel are set forth in Appendix C hereto. To account for travel time, foreign personnel carrying out Services inside India shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival (or after their departure from).

(b) The key personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.2 **Removal and/or Replacement of Personnel:**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the consultants shall forth with provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

4.2.1 **Resident Project Manager.**

If required by the SC, the Consultants shall ensure that all times during the Consultants' performance of the Services in India a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

5 OBLIGATIONS OF THE EMPLOYER:

5.1 Assistance and Exemptions:

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Chief Engineer (Projects) shall:

(a) assist the consultants, sub-consultants and personnel with such documents as shall be necessary to enable the consultants, sub-consultants or personnel to perform the services.

(b) assist for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for their stay in India.

(c) issue to officials, agents and representatives of the Chief Engineer (Projects) all such instructions as may be necessary or appropriate for the prompt and effective implementation

of the services.

(d) assist the consultants and the personnel and any sub-consultants employed by the consultants for the services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

(e) grant to the consultants, any sub-consultant and the personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purpose of the services or for the personnel use of the personnel and their dependents and of withdrawing any such amounts as may be earned herein by the personnel in the execution of the services; and

(f) Provide to the consultants, sub-consultants and personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land:**

The Employer warrants that the consultants shall have, free of charge, unimpeded access to all land in the respective GP/ULB's limit in respect of which access is required for the performance of the services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the consultants and each of the personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the consultants or any sub-consultant or the personnel of either of them.

5.3 **Changes in the Applicable Law.**

If, after the date of this contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decreases the cost or reimbursable expenses incurred by the consultants in performing the services, then the remuneration and reimbursable expenses otherwise payable to the consultants under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1. (b).

5.4 **Services, Facilities and Property of the Employer**

The Employer shall make available to the Consultant and the personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix Eat the times and in the manner specified in said Appendix E, provided that if such services, facilities and property shall not be made available to the consultants as and when so specified, the parties shall agree on (i) any time extension that it may be appropriate to grant to the consultants for the performance of the services, (ii) the manner in which the consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the consultants as a result thereof pursuant to Clause

GC 6.1.(c) hereinafter.

5.5 **Payment**

In consideration of the services performed by the consultants under this contract, the employer shall make to the consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 **Counterpart Personnel**

If so provided in Appendix E hereto, the Employer shall make available to the consultants, as and when provided in such Appendix E, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultants' advice, as shall be specified in such Appendix E. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the consultants which is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the employer shall not unreasonably refuse to act upon such request.

6 PAYMENTS TO THE CONSULTANTS:

6.1 **Total cost of the Services**: (a) The total cost of the services payable is set forth in appendix D as per the Consultants proposal to the Employer and as negotiated thereafter.
(b) Except as may be otherwise agreed under clause GC 2.6 and subject to clause GC 6.1 (C) Payments under this contract shall not exceed the amount specified in appendix D.
© Notwithstanding clause GC 6.1 (b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1 (a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Currency of Payment**: All payments shall be made in Indian Rupees.

6.3 **Terms of Payment:** The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per Schedule of Payment.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment: The final payment as specified in SC 12 shall be made only after the final report and a final statement, identified as such, shall have been submitted y the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC/Employer (mention this if presentation is required) with/without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing, the Employer shall not release the payment due to the consultant. This is without prejudicing the Employers right to levy any liquidity damages under Clause 9. In such case, the payment will be released to the consultants only after it resubmit the deliverable and which is accepted by the Employer.

(f) All payments under this contract shall be made to the accounts of the consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the services nor relieve the consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Consultants in writing and the consultants has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant has mentioned herewith: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rate should be arrived at by calculating the amount on prorate basis. The total amount payable shall be amount calculated as per (i) & (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH:

7.1 Good Faith: The parties undertake to act in good faith with respect to

each others rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

7.2 Operation of the Contract: The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES:

8.1 Amicable Settlement: performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the patients regarding any matter under the contract, either party of the contract may send a written Notice of Dispute to the other party. The party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Clause GC 8.2 shall become applicable.

8.2 Arbitration : In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to each a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration

and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The arbitrator are as follows:

a. Indian Council of Arbitration, New Delhi

b. International Centre for Alternative disputes Resolution (India)

c. Indian Roads Congress

d. Indian Building Congress

e. Indian Institute of Bridge Engineers

f. Indian institute of Public health Engineers

g. Indian water works association.

8.3 Arbitration Proceeding shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award. The arbitration should be within the jurisdiction of work place.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult and hence the amount specified here under shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provision of this contract.

9.2 The amount of liquidated damages under this contract shall not exceed (10%) of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under the following circumstances.

a) If the deliverable are not submitted as per schedule as specified in clause 7 of section-5 Terms of reference, the consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

b) If the deliverables are not acceptance to the Employer as mentioned in Clause 6.3 (f) and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the Notice, the Consultant shall be liable for liquidated damages for an amount equal to (0.5%) of the total cost of the services for every week or part there of for the delay.

10. **Performance Security**

10.1 Within 20 days of receipt of the Letter of Acceptance, the successful Consultants shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the contract price: A bank guarantee in the form given in annexure.

10.2 If the security deposit is provided by the successful consultant in the form of the Bank Guarantee, it shall unconditional and issued by a Nationalized/Schedule Bank in the format has given in annexure.

10.3 The performance security shall be valid until a date of 28 days from the issue of the certificate of completion in the case of BG.

III. Special Conditions of Contract:

Number of Amendments of, and Supplements to, GC Clause* Clauses in the General Conditions of Contract

1.3 The Language is: English

1.4 The Addresses are:

Employer:

BWSSB

Bangalore

Phone No.

Fax:

Consultants:

Attention: Telephone:

Facsimile:

.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery,

(b) in the case of facsimiles, 24 hours following confirmed transmission

1.6 The Authorized Representatives are:

For the Client: Chief Engineer (Projects) For the Consultant firm:

1.7 Taxes and Duties:

1.7.1 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India.

The consultants and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.7.2 For foreign Consultants/personnel:

The client warrants that the client shall pay on behalf of the consultants and the Personnel any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the consultants and the Personnel in respect of:

(a) any payments made to the Consultants, Sub-consultants, and the Personnel of either of them (other than Indian nationals or foreign nationals now permanently residing in India), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into India by the Consultants or Sub-consultants for the purpose of carrying out the Services
and which, after having been bought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the client and which

is treated as property of the client;

(d) any property brought into India by the Consultants, any Sub-consultants, and the Personnel of either of them (other than Indian national or permanent residents of India), or the eligible dependents of such personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from India, provided that;

(1) the consultants, sub-consultants and eligible Personnel, and their dependents, shall follow the the usual customs procedure of Government in importing property into India; and

(2) If the consultants, Sub-consultants or personnel, or their eligible dependents, do not withdraw but dispose of any property in India upon which customs duties and taxes have been exempted, the consultants, Sub-consultants or Personnel, as the case may be,

(i) Shall bear such customs duties and taxes in conformity with the regulations of the Government.

or

(ii) Shall reimburse them to the client if they were paid by the client at the time the property in question was brought into the Government's country.]

2. Commencement of Contract

2.1 The date on which this Contract shall come into effect is : The date of on which contract is signed or the date of issue of Notice to Proceed by the Executive Engineer in-charge.

2.2 The date for commencement of services is from date issue of work order.

(a) Except in case of fraud or wilful misconduct on the part of the Consultants or on the party of any person or firm acting on behalf of the consultants in carrying out the services, the consultants, with respect to damage caused by the consultants to their Employer's property, shall not be liable to the Employer:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants here under, or (B) the proceeds the Consultants may be entitled to receive from any increase maintained by

the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the consultants' liability, if any, for damage to Third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the services.

3.4 The risks and the coverage shall be;

1. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

2. Third Party liability insurance, with a minimum coverage for Rs. 3 lacs for the period of Consultancy.

3. Employer's liability and worker's compensation insurance in respect of the Personnel of the consultants and of any sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

4. Professional liability insurance, with a minimum coverage of equal to total contract value for this consultancy; and

5. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.4.1 The other sections are:

(i) Taking any action under a civil works contract designating the Consultants as "Engineer" for which action, pursuant to such civil works contract, the written approval of "Employer" is required.

3.6 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

3.7 The person designated as Team Leader in Appendix C or a person nominated by the Consultant, shall serve in that capacity as specified in GCC Clause 4.2.1

3.8 The consultant has to submit the monthly invoice to concerned office and after verified by competent authority the payment will be released. Payment will be released within 45 days after submitting the corrected invoice copy.

4. The following provisions shall apply to the payment.

This is a lump sum contract with milestone payments.

8 Disputes shall be settled by arbitration in accordance with the following provisions: 5. 1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Council of Arbitrators , New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators

named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

8.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs through (c) of Clause 8.2.1 hereof shall be an internationally/ nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.5 Miscellaneous

In any arbitration proceeding here under:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The English language shall be the official language for all purposes; and

(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement

IV APPENDICES

Appendix - A Description of the Services:
(Based on TOR)

Appendix - B Reporting Requirements:
(Based on TOR) No of Copies :10 Nos

Appendix – C Key Personnel and Sub-consultants:
(As mentioned in above document)

Appendix – D Services and Facilities Provided by the Client: Not Applicable

Appendix – E: Not Applicable

Appendix – F

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(On non-judicial paper of appropriate value)

To:_____(name of Employer) _____(address of Employer) WHEREAS_____(name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No.___dated __.____to execute__.____(name of Contract and brief description of Works) (hereinafter called "the Contract"); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such as Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor , up to a total of _____ (amount of Guarantee)_(amount in words), such sum being payable in the types and proportions- of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____(amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until a date 28 days from the date of issue of the Taking-Over Certificate.

SIGNATURE AND SEAL OF THE

GUARANTOR Name of Bank _____ Address __._____ Date

_____